

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF DEFENSE
AND
THE DEPARTMENT OF ENERGY
FOR THE CONDUCT OF A COOPERATIVE
RESEARCH AND DEVELOPMENT PROGRAM

- I. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to establish an arrangement between the Department of Defense (DoD) and the Department of Energy (DOE) for the conduct of a cooperative program of research and development intended to bring about major improvements in nonnuclear munitions technology (NNMT).
- II. BACKGROUND: The DoD and the DOE regard the improvement of NNMT as a task of high national importance. The nuclear weapons design and engineering laboratories of the DOE possess unique and powerful capabilities that can provide an important supplement to the DoD laboratories in achieving this goal. These laboratories have long been significant contributors through the mechanism of arrangements between the DoD and the DOE under which individual DOE laboratories are made available to satisfy specific near-term requirements. The capabilities of the DOE laboratories can be utilized more fully and productively through a long-term, level-of-effort research and development program in addition to the specific reimbursable projects to meet near-term requirements.

The Deputy Secretary of Defense has initiated an effort to:

- A. Ensure effective use of technology of DoD interest available or being developed by the DOE.
- B. Develop a management system within the DoD that ensures that, with front-end input from the military user and DoD long-range planning, the DoD and the DOE laboratories collectively can contribute in a more meaningful, efficient, and productive manner.

This MOU provides a necessary basis for long-term commitment of resources of the DOE through its national laboratories to NNMT and for similar long-term commitment of the enabling DoD support for this effort.

III. POLICY:

- A. The primary responsibility and resources for improvement of NNMT are in the DoD. However, the DOE can make substantial contributions because of the great strength of the applicable technology base which has been built up to support the missions of the DOE. The DOE will perform work for the improvement of NNMT to the extent that such work does not interfere with the missions of the DOE established by law. Subject to this limitation and availability of funding, the DOE will ensure that its weapons laboratories assign an appropriate number and quality of staff members to work on the NNMT research and development program with the DoD on a continuing basis.

- B. The DoD and the DOE intend to fund jointly and support a stable level of effort at the DOE weapons laboratories on applied research and development of mutual interest. This work will utilize the special expertise and facilities of the DOE laboratories. These commitments are contingent upon available funding.
- C. This cooperative program will be independent of the existing and future work performed for the DoD by the DOE through its laboratories. Any major directed development deriving from the applied research and development performed under this MOU will likewise be separately funded.
- D. The work under this MOU is to be of a basic, general purpose and long-term nature similar to that normally conducted in the DOE weapons technology base in contrast to the more specifically focused limited-purpose work usually conducted by the DOE as work for others. Such specifically focused efforts will continue as required and will be in addition to the work under this MOU.

IV. MANAGEMENT AND PROGRAM GUIDELINES:

- A. General: The work will be jointly planned and monitored by the DoD and the DOE. Execution will be managed by the laboratories performing the work in a manner similar to that used in the DOE weapons technology base.
- B. Planning: Designated representatives of the DoD and the DOE officials named in Paragraph IV.D. will prepare a research and development plan to describe specific multiyear major technological thrusts within the broader area of nonnuclear military technology. This plan will provide for the appropriate focusing of inter-departmental planning, coordination, and review. Upon mutual agreement between the DoD and the DOE, this plan will serve as programmatic guidance for the research and development work to be performed. Sources, amounts, and allocation of funds will be delineated in the research and development plan. The research and development plan will cover a period of five years and will be reviewed annually and revised as needed.
- C. Review: Research and development work will be reviewed regularly in order to facilitate evaluation of results, transfer of technology between the DOE and the DoD, and adjustments of programmatic direction. Review will be conducted in several ways as follows:
 - 1. Technical review conferences will be conducted as progress and results indicate but at least annually for each area of research and development. Cognizant technical personnel from the organizations concerned should participate. These reviews will normally be chaired by a DOE laboratory scientist with a DoD cochairman and normally will be conducted at a DOE laboratory.
 - 2. Programmatic reviews of the entire DoD/DOE effort covered by this MOU will be conducted annually. The DoD representative

will normally be the chairman with a DOE cochairman. Programmatic reviews may be conducted at any suitable headquarters or field location upon mutual agreement by both agencies.

3. Reports will be prepared by the appropriate DOE laboratory in time for technical and programmatic reviews, on completion of research and development, or achievement of notable results in a particular research area. These reports will be circulated, subject to classification restriction, to those concerned with the work in the DoD, the DOE, the laboratories of both agencies, and to such other parties as the DoD or the DOE may direct.

D. Organizational Responsibilities: The following officials of the DoD and the DOE, or their designated representatives, will be the approval authorities of the DoD/DOE research and development plan and for any other documents that may be required for the administration of this MOU:

1. Department of Defense: Director, Office of Munitions, with coordination by the Chairman of the Military Liaison Committee.
2. Department of Energy: Director of Military Application.

V. ADMINISTRATION:

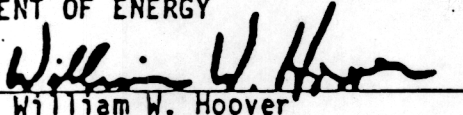
- A. Procurement Policy: Program and project activities undertaken by the DOE for the DoD or vice versa, under the provisions of this MOU, shall be conducted in a manner consistent with the legal authority and policy of the department for whom the activities are undertaken and the legal authority, regulations, and procedures of the performing department.
- B. Patents and Technical Data: It is the policy of the DoD and the DOE to make the results of the research, development, and demonstration work performed under this MOU available to the public where permitted by classification policies. Since the DOE has a specific statutory patent policy directing how this should be accomplished, the DOE patent policy normally shall apply except where other statutory provisions override. DOE's technical data policy will be followed in view of its close relationship to DOE's patent policy.
- C. Classification and Information Control: DoD classification policy will be followed for National Security Information. DOE information control policy will be followed for Restricted Data, Formerly Restricted Data, and unclassified controlled nuclear information.
- D. Public Information Coordination: Matters concerning release of information to the public (including responses to Freedom of Information Act requests) regarding projects and programs implemented under this MOU will be discussed and mutually agreed to by the DoD and the DOE.
- E. Amendment: This MOU may be amended by written agreement between the DoD and the DOE.

F. Termination: This agreement may be terminated at any time by mutual agreement between the DoD and the DOE, or upon six months written notification by either the DoD or the DOE. Funding for work in progress when a unilateral termination notice is received will continue until the end of the budget year in which the termination becomes effective. Final reports will be prepared and circulated for all work in progress at the time of the termination notice or agreement; the cost of preparing and distributing such final reports will be covered by the remaining cooperative program funds. No new work is to be started under this MOU after the termination agreement or receipt of the unilateral termination notice.

G. Effective Date: This memorandum of understanding is effective when signed by both parties.

DEPARTMENT OF ENERGY

By

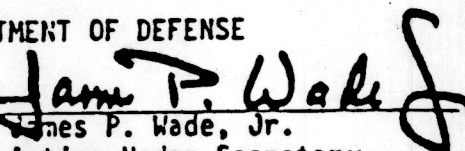


William W. Hoover
Assistant Secretary
for Defense Programs

Date December 21, 1984

DEPARTMENT OF DEFENSE

By



James P. Wade, Jr.
Acting Under Secretary
of Defense Research
and Engineering

Date

FEB 5, 1985